

FY 2015 Working Lands Enterprise Initiative Agriculture, Forestry & Forest Products

REQUEST FOR PROPOSAL: ENTERPRISE INVESTMENT

Instructions & Guide

APPLICATION PROCESS:

It is imperative that applicants read the entire application guide before developing and submitting an application. Applications must be submitted [electronically online](#). See page 7 for more details on submitting an application.

APPLICATION TIMELINE:

APPLICATIONS ARE DUE: **WEDNESDAY, NOVEMBER 19, 2014 by 4:00 p.m.**

APPLICANT NOTIFICATION: **FEBRUARY 2015**

ESTIMATED PROJECT START DATE IS NO EARLIER THAN: **FRIDAY, MARCH 27, 2015**

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1. About the Initiative

The backbone of Vermont's heritage and economic viability is our working landscape. Over 97 percent of Vermonters value the "working landscape" which consists of agriculture, food systems, forestry, and forest products businesses. Approximately 20 percent of Vermont's working land is used for agricultural purposes and 75 percent is forested. The Findings section of [Act 142](#) outlines nine goals of the Working Lands initiative.

Mission

The Vermont Working Lands Enterprise Board (WLEB) is an impact investment organization whose mission is to grow the economies, cultures, and communities of Vermont's working landscape by making essential, catalytic investments in critical leverage points of the Vermont farm and forest economy, from individual enterprises to industry sectors.

Vision for Future Success

Vermont prospers and its unique sense of place thrives in large part because of intelligent investment in the people and enterprises that comprise its farm, food, and forest based systems.

History of Success to Date

WLEB began operations in August of 2012 and in Fiscal Year 2013 it awarded over \$1 million in grant funds to 37 grantees. An additional \$750,000 in outside funds were leveraged as a result of these projects. In Fiscal Year 2014, The WLEB awarded 37 projects for \$1.1 million in grants reaching every county in Vermont and leveraging \$1.8 million in matching funds. To see a list of FY13 and FY14 funded projects, visit <http://workinglands.vermont.gov/projects>.

FY 2015 Program Year

This year, WLEB has \$1 million in grant funds available for investment into farm, food systems, forestry, and forest products enterprises on October 1st. Funds for local food market development projects, previously solicited through a separate request for proposals (the Local Food Market Development Program) will be allocated through the WLEB grant process.

Enterprise Investment Area - grants are available to Vermont agriculture, food systems, forestry and/or forest products enterprises involved in the production of agriculture and/or forest related products (including farm and/or forest landowners). Investment areas may include: infrastructure, marketing, market development, working capital, business development and technical assistance to meet a need not already filled by existing programs.

Applicant Information Sessions are scheduled for October 9th and 14th. Please see <http://workinglands.vermont.gov/webinar> for more information.

For more information on the Service Provider and Capital and Infrastructure Investment Areas, please see <http://workinglands.vermont.gov/apply/rfp>.

2. Eligibility Requirements – Enterprise Investment Area

Applicant Criteria

- The applicant must be in compliance with state regulations (i.e. land, water, unemployment compensation, taxation, child support) and in good standing with the state of Vermont at the time of application and must remain so during the entire grant period.
- Vermont applicants must be registered with the Secretary of State at the time of application submission. Out of state partners are allowed but work must be completed in the state.
- Previous Working Lands Enterprise Investment grant recipients are not eligible for FY 2015 Working Lands funds unless applying in the Capital and Infrastructure Investment area.

Project Criteria

- Provides a budget that uses between \$3,000 - \$20,000 of Working Lands Enterprise Funds.
- Provides 25% cash match of total requested WLEB funds.
- Applicant labor associated with the project (once grant agreement is assigned) is an eligible expense.
- Costs and labor associated with regular day to day operations of this business are not eligible for Working Lands Enterprise Funds.
- Project must be completed within 12 months after contract/grant agreement start date.
- Primary beneficiaries are Vermont agriculture, forestry & forest products based businesses (including farm and/or forest landowners).

3. Scoring Criteria

Projects will be evaluated based on the following criteria:

- Quality of Proposal and Concept –The proposal is clear and complete. The applicant is ready to receive funds and begin promptly and demonstrates previous experience and skills necessary to conduct the proposed activities. The project, as described, identifies relevant performance measures and is likely to accomplish the stated outcomes. Projects showing innovation are encouraged.
- Impact - The project demonstrates how it will enhance Vermont’s working landscape (e.g., increases business profits, improves product value/quality, improves access to markets, enhances business operations, creates an innovative replicable model, creates or retains jobs, and/or enhances the Vermont brand), with measurable outcomes.
- Need – The application demonstrates a clear need for the project and the need for Working Lands Enterprise funding. The requested funds leverage other funds, and the project cannot be fully funded through other sources. Without these particular funds in this form, the project would happen more slowly, in a less desirable fashion, with a lower probability of success, or would not happen; and/or an urgent window of opportunity to advance a business, value chain, or industry as a whole would be missed.
- Sustainability - The project contributes to long-term sustainability/viability of working landscape businesses, builds partnerships, and demonstrates a plan for long term financial viability beyond the Working Lands grant period. Projects that credibly outline anticipated positive impacts based on measurable financial, social, and environmental criteria will be given preference.
- Leveraging Funds - Applicant must provide a cash match equal to at least 25% of the amount of Working Lands Enterprise grant requested. Match must be identified at the time of proposal application and verified as in hand at the time of the award.

4. Timeline

APPLICATIONS ARE DUE: WEDNESDAY, NOVEMBER 19, 2014 by 4:00 p.m.

APPLICANT NOTIFICATION: FEBRUARY 2015

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In the event of a timeline change, applicants will be notified directly. Timeline changes will also be posted on our [website](http://www.vermontworkinglands.com).

5. Creating a Strong Proposal: Technical Assistance is Available

First time applicants are encouraged to work with an advisor to develop their project concept and convey a well thought out and clearly written grant application. For a list of service providers, please visit our [website](http://www.vermontworkinglands.com). Applicants are encouraged to utilize current business advisors, colleagues, friends, and family, etc., to review the grant application for additional feedback on the need and innovation of the project, proposal clarity, spelling, and grammar before submitting the application. Costs of preparing the application are not eligible for working lands funds.

Applicants are strongly encouraged to investigate other possible funding streams before applying for a Working Lands Enterprise grant. For a list of other common grant programs, and potential funding streams please visit our [website](http://www.vermontworkinglands.com).

For tips on writing a successful grant proposal please visit our [website](http://www.vermontworkinglands.com).

6. Receiving a Grant: Expectations

Businesses/Organizations selected for funding will be expected to meet the following requirements:

- Must already be registered with the [Secretary of State](#) as a business.
- Enter into a grant agreement with the State of Vermont - costs incurred prior to signing of a full grant agreement are not eligible.
- Submit a W-9 (for tax identification purposes) – unless already a state vendor.
- For grants \$10,000 or greater provide evidence of:
 - Worker's Compensation (unless you are a sole proprietor)
 - Insurance Certificate with a minimum coverage of:
 - General Liability - \$1,000,000 coverage (details in grant agreement)
 - Automotive Liability - \$1,000,000 coverage (details in grant agreement)
- Provide Interim and Final reports which will include: financials documenting expenditure of both grant and matching funds, text suitable for a press release, high-resolution digital photos in jpg format , and a narrative of accomplishments which will include project goals, performance measures, and outcomes accomplished to date.
- Willingness to share project details, including successes and challenges with the public, the WLEB, and the media, which tell the broader story of how the grant is impacting the working lands economies of Vermont. This sharing may take place by way of media inquiries, possible press events on location, and site visits from WLEB members and/or their partners.

7. Submitting your Application

[All applications must be electronically submitted online.](#) It is imperative that you prepare the application and all templates/attachments in full and save to your computer or to an external drive BEFORE entering your data into the electronic application. It may be most helpful to create your application as a Word document and then cut and paste online. The application DOES NOT save data. If you leave the application for any reason, all the data that you have entered will be lost. Note that the application will automatically reset after 24 hours and your data will be lost. Be ready to complete your entry in one sitting and submit it.

8. Review & Selection Process

Applications will be reviewed by the Vermont Working Lands Enterprise Board and its partners, subject matter experts, and/or state agency staff and assessed based on the criteria outlined on pages #4 to 6. The Working Lands Enterprise Board makes final decisions on all grants. Applications will not be reviewed by competitors or those with conflicts of interest.

9. Confidentiality Policy

Working Lands Enterprise Initiative, as a public instrumentality, is subject to the Vermont Public Records Law, 1 VSA § 315 - 320. The statute contains specific exemptions for tax-related information of persons, personal financial information of an individual, and trade secrets. This information will be held in confidential files by the Working Lands Enterprise Board and will not be available for public inspection under the Public Records Law.

The Working Lands Enterprise Board considers the following information about applicants to be subject to public record: contact information of applicants; names, description, and contact information of applying enterprise or organization; and the purpose and amount of any Working Lands Enterprise Funds received. Other Information may be shared in aggregate form (without identifying business info).

10. Tax Consequences

We recommend that all entities consult with a tax accountant with any questions on how to report grant awards on business tax returns.

11. Application Feedback Policy

The Working Lands Enterprise staff will email notification letters regarding the Board's funding decisions. These letters will not provide specific application feedback. If you would like specific feedback on your application, please email a [request for feedback](#) no later than two weeks after receipt of your notification email.

12. The Application

Applicants must submit an electronic application. [Apply Online Now](#)

I. Project Information

- a) Project title:
- b) Brief project description and specific use of funds:
- c) Project category:
- d) Location of project impact:
- e) Business name:
- f) Business category:
- g) Stage of business development: ([Definitions of business stages](#))
- h) Do you have a business plan?
- i) Working Lands Funds Requested:
- j) Matching Cash Funds:
- k) Matching In-Kind Funds:

II. Applicant Information

- l) Applicant name:
- m) Organization Affiliation:
- n) Phone Number:
- o) Email:
- p) Physical Address:
- q) County of business location:
- r) Identify any technical assistance, supporting organizations, services, programs, friends, relatives, involved in the development of this proposal:
- s) Have you, or are you, currently working with a Technical Assistance Provider? If yes, please list:
- t) Please list and explain any technical assistance that you have received in the past two years:
- u) Please list other grants you are applying to in conjunction with this project:
- v) Have you received grants or loans before? If yes, please list:
- w) Please list any memberships in associations/trade organizations:
- x) Where did you learn about this grant opportunity?
- y) Applicant must be in compliance with state regulations and in good standing with the State of Vermont – signature line and date.

- z) Are you interested in receiving Working Lands related e-news/events/funding opportunities updates by email?

III. Project Summary and Use of Funds (350 word limit)

Please provide an overview of your project as well as how requested and matching funds will be used. Please explain why your project is being proposed (e.g. important, timely, innovative). What will be the most important outcomes of your project?

IV. Enterprise Description (350 word limit)

Please provide information about the business – including size, products, gross sales, number of employees, types of markets, and recent history that relates to this project and number of years in business.

V. Core Team of Individuals Involved in Project (250 word limit)

Please list the core team of individuals and organizations/businesses involved in this project as well as their roles in the project.

VI. Impact: Goals, Performance Measures, and Outcomes [Download Template Now](#)

Fill in the **Goals, Performance Measures, and Outcomes Template** provided. See the [“Filling out a Grant Application”](#) tab on our website for an example.

VII. Project Need (250 word limit)

Please explain how the need for this project was identified. You may find it helpful to refer to the eligibility and selection criteria portion of this guide. Without these particular funds in this form, would the project happen more slowly, in a less desirable fashion, with a lower probability of success, or would the project not happen?

VII. Project Work Plan Template [Download Template Now](#)

Fill in the **Project Work Plan Template** provided. The template contains three sections:

- **Project Activity** - Describe the project activities that are necessary to accomplish the objectives. Make sure you include your performance monitoring/data collection activities. If you request funds for travel, these activities must also be included.
- **Who will do the work?** Indicate the project participants who will do the work of each activity, including yourself, employees, and/or contractors. If you request grant funds for personnel and contractors, you must include them in the work plan to demonstrate the requested funding is warranted.
- **When will the activity be accomplished?** Please describe your project timeline, and include project start date, milestones, and projected completion date. Describe how the project can begin promptly and finish within a 12 month time frame

VIII. Sustainability (250 word limit)

How does this project meet your business goals? How will this project contribute to the business's long term financial viability? How will this project contribute to positive social and environmental sustainability for your business or the supply chain?

IX. Innovation (250 word limit)

What new business models, production techniques, markets, or communication strategies does this project demonstrate if any? Does the project create a replicable model?

X. Budget Template and Narrative [Download Template Now](#)

Please use the **Budget Template** to provide a detailed budget including any other funding sources supporting the proposal and match equal to at least 25% of the Working Lands Enterprise funds requested. ***Please note that applicant labor that is directly associated with the project (i.e. not regular day to day operations of the business) is eligible for Working Lands funds or as match. Labor rates should be in line with current market rates.** Costs incurred prior to signing of a full grant agreement are not eligible.

In the **Budget Narrative Section (350 total word limit, located on the template itself)**, provide:

- Details of line items (provide details for the purpose and use of funds)
- Describe other efforts to fund this project with other sources, and why those efforts have not been sufficient.
- Please be sure to indicate whether all matching funds are committed, or if not, your plan and timeline for securing such commitments.
- Please provide the source(s) for all matching funds listed in the template.
- Describe how this project will drive future investment in your business.
- If match waiver requested, please provide justification here.

XI. Other Attachments and Documentation

You are allowed to submit up to **three** additional attachments, including any financials documentation. Examples of additional attachments include income statements, drawings/plans, photos, letters of support, request for match waiver, etc.

Although not required, we recommend the submission of historical (previous year) income statement and a projected income statement showing estimated revenues and expenses for the next 1-3 years.

13. Applicant Checklist

- Thorough review of Request for Proposal: Instructions & Guide for Applicants.
- Thorough review of Attachment C if applying for \$10,000 of funds or greater.
- Application and all templates/attachments are fully completed and saved on a computer/thumb drive **before** entering the information online. Applicant has 24 hours to submit online. **Information entered online is not saved to work on at a later time.**
- Documents attached with Application:
 - Goals/Performance Measures/Outcomes Template
 - Budget Template and Narrative
 - Project Work Plan Template
 - Optional Attachments (up to three attachments i.e. income statements, drawings/plans, photos, letters of support)

14. Appendix 1 – Attachment C (applicant is required to read if requesting \$10,000 or greater)

ATTACHMENT C: STANDARD STATE PROVISIONS (Revised 9/02/2014)

FOR CONTRACTS AND GRANTS

1. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.

3. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. Appropriations: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may

cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence, Liability: The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement.

Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Contractor in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

10. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

11. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

12. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

13. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

14. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

15. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

16. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

17. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

18. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)